



NOTICE OF SOLICITATION

SERIAL 04061-ROQ

**REVIEW OF QUALIFICATIONS FOR: SEXUAL PREDATOR MENTAL HEALTH PSYCHOLOGICAL
EVALUATOR – MCSO (NIGP 94876)**

Notice is hereby given that sealed ROQs will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M./M.S.T. on May 20, 2004** for the furnishing of the following for Maricopa County. Bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All ROQs must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **“SERIAL 04061-ROQ, INVITATION FOR REVIEW OF QUALIFICATIONS, 04061-ROQ, SEXUAL PREDATOR MENTAL HEALTH PSYCHOLOGICAL EVALUATOR—MCSO (NIGP 94876).”**

The Maricopa County Procurement Code (“The Code”) governs this procurement and is incorporated by this reference. Any protest concerning this request for bids must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS SOLICITATION AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT (in all cases, all forms of the term “bid” is used interchangeably with the terms “ROQ”, “applicant”, “response”, etc.) <http://www.maricopa.gov/materials>. IN ANY SITUATION OR CASE THAT THE ADMINISTRATIVE INFORMATION OR THE CONTRACTUAL TERMS AND CONDITIONS ARE IN CONFLICT WITH THIS SOLICITATION, THE LANGUAGE IN THIS SOLICITATION TAKES PRECEDENCE. ANY ADDENDA TO THIS SOLICITATION WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

**BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT
BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS
MANAGEMENT CENTER**

INQUIRIES:

**WILLIAM THORNTON
PROCUREMENT CONSULTANT
TELEPHONE: (602) 506-3248**

**NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE
FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:**

<http://www.maricopa.gov/materials/advbd/advbd.asp>

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NO RESPONSE

Contractors not responding to this ROQ are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494 or fax to 602/258-1573.

MARK OUTSIDE ENVELOPE “SERIAL 0461-ROQ “

Responses must be received **BY 2:00 P.M., MAY 20,2004**. Contractors failing to submit an application, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL: **04061-ROQ**

TITLE: **SEXUAL PREDATOR MENTAL HEALTH PSYCHOLOGICAL
EVALUATOR—MCSO (NIGP 94876)**

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

REASON FOR NO BID:

_____ Insufficient time

_____ Do not handle product/service

_____ Other: _____

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR RESPONSE

M/WSBE CONTRACT PARTICIPATION

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

INVITATION FOR APPLICATION/ROQ FOR: **SEXUAL PREDATOR MENTAL HEALTH
PSYCHOLOGICAL EVALUATOR—MCSO (NIGP94876)**

1.0 **INTENT:**

The intent of this solicitation is to identify contractors of record to provide psychologist services for mental health evaluations of incarcerated individuals. The required evaluations are of identified male and female adult inmates and juveniles who have been remanded as adults, to assess whether or not they have a mental disorder as defined in Arizona Revised Statute (A.R.S.) §36-3701. Maricopa County reserves the right to add additional contractors to this contract, as required.

2.0 **SCOPE OF WORK:**

2.1 **SERVICE TASKS:**

Conduct record reviews, clinical interviews and administer selected psychological assessment instruments, and issue written reports using one of the two following parameters (consent to participate/do not consent to participate) as defined below:

2.1.1 **Inmates who do consent to participate in the evaluation process**

2.1.1.1 Conduct a review of the inmate's criminal history and convictions, mental health records and jail and prison activities. Within fifteen (15) days of referral being received, provide a written report of the inmate's condition. Exceptional circumstances may exist, as stipulated by the Sheriff's Office, requiring the Contractor to complete the evaluations and written reports in less than fifteen (15) days. Report(s) will be written according to specifications determined by the Sheriff's Office. Report(s) shall include an opinion, within professional ethics and standards of practice, as to whether or not, to a reasonable degree of psychiatric, psychological or professional certainty, the inmate has a mental disorder as defined in A.R.S. §36-3701 and as a result of the mental disorder, the inmate is likely to engage in a sexually violent offense.

2.1.1.2 Conduct clinical interviews with inmates. This will require the contractor to travel to Detention Facilities located within Maricopa County. In addition, there are future jails scheduled to be opened that the vendor will also be expected to provide service. Listed below are the current Maricopa County Detention Facilities:

Durango Jail
3225 W. Gibson Lane
Phoenix, AZ 85009

Estrella Jail
2939 W. Durango Street
Phoenix, AZ 85009

Madison Street Jail
225 W. Madison
Phoenix, AZ 85003

Towers Jail
3127 W. Durango Street
Phoenix, AZ 85009

Avondale Jail
920 E. Van Buren
Avondale, AZ 85323

Tent Facility
2939 W. Durango
Phoenix, AZ 85009

Mesa Jail
1840 S. Lewis Drive
Mesa AZ 85210

2.1.1.3 Psychological testing or screening. Typical examples include Minnesota Multiphasic Personality Inventory I (MMPI-II), Multiphasic Sex Inventory II (MSI-II), Millon Clinical Multiaxial Inventory III (MCMI-III) based on specific characteristics of the inmate.

2.1.1.4 With prior Sheriff's Office approval, administer and interpret additional test instruments.

2.1.2 Inmates who do not consent to participate in the evaluation process

2.1.2.1 Conduct a review of the inmate's criminal history and convictions, mental health records and jail and prison activities. Within fifteen (15) days of referral being received, provide a written report of the inmate's condition. Exceptional circumstances may exist, as stipulated by the Sheriff's Office, requiring the Contractor to complete the evaluations and written reports in less than fifteen (15) days. The report will be written according to specifications determined by the Sheriff's Office. The report shall include an opinion, within professional ethics and standards of practice, as to whether or not, to a reasonable degree of psychiatric, psychological or professional certainty, the inmate has a mental disorder as defined in A.R.S. §36-3701 and as a result of the mental disorder, the inmate is likely to engage in a sexually violent offense.

2.1.3 Conduct pre-trial briefings with County Attorney and Sheriff's Office staff.

2.1.4 Expert testimony in court, if required. Prior to court testimony the contractor is not precluded from being interviewed by the defense. Expenses incurred by the contract for such interviews shall not be reimbursed by the Sheriff's Office.

2.1.5 Consult with County Attorney and Sheriff's Office staff as required.

2.2 CONTRACT FEE/COMPENSATION RATE

2.2.1 Fixed flat fee(s) for evaluations as defined herein, are as stated below:

Record review. (inmates who do not consent to participate)	\$300.00/each
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Personal interviews, evaluations and record review. (inmates who do consent to participate)	\$800.00/each
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2.2.2 The following services are to be provided free of charge:

Consultation with County Attorney and Sheriff's Office personnel.

Pretrial consultations with either the County Attorney or Defense Counsel personnel.

Court testimony.

2.2.3 No mileage allowance shall be provided or allowed.

2.2.4 Requests for fee/rate increases shall be submitted to the Maricopa County Sheriff's Office. No request shall be incorporated without approval of Maricopa County Materials Management. Requests for fee increases shall be considered only for incorporation at the anniversary date or contract renewal date of the contract. In no case will the contract fee rate increase exceed the current Consumer Price Index (CPI). Fee/rate increases are at the discretion of the County and are not guaranteed.

2.3 SPECIAL PRIVACY REQUIREMENTS

2.3.1 The completed evaluation reports shall be normally picked up/retrieved by Sheriff's Office personnel (SVPCC) at the contractor's business location. If Sheriff's Office

personnel are unable to pick up the report the contractor will be instructed to mail by registered or express mail the report to:

Maricopa County Sheriff's Office
Commander - Sexually Violent Persons Civil Commitment Division
225 West Madison
Phoenix, AZ 85003

2.4 MINIMUM PROFESSIONAL QUALIFICATIONS

2.4.1 Evaluator providers shall have a combination of education, training and experience in the evaluation of sexual deviants. To qualify to provide sex offender evaluation applicants must minimally meet all of the following criteria:

2.4.1.1 Education. The evaluator shall possess an advanced degree (Ph.D. or higher) in one of the behavior sciences, including but not limited to, psychology, sociology, human sexuality, social work, criminology, counseling or psychiatry from an educational institution accredited through a recognized association such as the North Central Association.

2.4.1.2 Licensure. While there is no certification specifically for sex offender treatment and evaluation in the State of Arizona, psychologists shall be licensed by the Arizona State Board of Psychologist Examiners.

2.4.1.3 Experience. The evaluator must have demonstrated competency in providing a minimum of 2,000 hours of clinical service within the past five years, specifically in the areas of evaluation of sex offenders, at least half of which shall have been face to face therapy/interviews with clients who have perpetrated sexual abuse.

2.4.1.4 Competency Areas. The evaluator shall have completed training courses and/or gained significant experience in a majority of the following areas as they pertain to the evaluation of sex offenders: Counseling and Psychotherapy, Personality Theory and Disorders, Etiology of Sexual Deviance, Psychological Measurements and Human Sexuality.

2.4.1.5 Evaluators who have contact with inmates and/or records under the supervision or jurisdiction of the MCSO pursuant to this contract must submit to a security clearance and background check by MCSO. The background check may include a criminal records check. Background check will be carried out by MCSO at the County's expense. Security clearance process also includes a no cost security class. The jail entry badges will be created at this time also. The decision of the MCSO as to the eligibility of the employee for contact with inmates or records as stated above is final and is not appealable. Pursuant to state law, the information derived from the background check cannot be divulged to the evaluator or any other unauthorized party.

2.5 METHOD OF PAYMENT

2.5.1 Contractor shall submit a statement or invoice for services performed, broken down by facility, by the 15th of each month.

2.5.2 Subject to the availability of funds, County will, within thirty working days from the date of receipt of the documents enumerated herein, process and remit to the Contractor, a warrant for payment. Should County make a disallowance in the claim, in whole or in part, the contractor may dispute the disallowance.

2.5.3 The Contractor understands and agrees that County will not honor any claim for payment submitted six months after date of service. The Contractor understands and agrees that

County will not process any claim for payment for services rendered prior to the Expiration Date submitted 60 days after the Expiration Date without the approval of the Administrator.

2.6 SPECIAL REQUIREMENTS FOR WORKING ON JAIL PREMISES

- 2.6.1 When the contractor is required to travel to various jail sites where the inmate(s) is incarcerated to interview or administer evaluations and psychological testing, the contractor shall coordinate these visits with the SVPCC staff in order for jail staff to assure that the inmate is available and present for the evaluation.
- 2.6.2 Contractor shall comply with all necessary rules and regulations of Maricopa County Jails relative to the provision of contracted services with detention facilities. Any allegations of non-compliance with Maricopa County Jail rules, policy, and/or procedure, or other misconduct shall be subject to investigation. Every person entering the jail premises is subject to search in accordance with state law.
- 2.6.3 Contractor shall be provided a copy of applicable state laws and County policy pertinent to the rules of contraband and illegal activity by the Sheriff's Sexually Violent Persons Civil Commitment Commander.
- 2.6.4 The Sheriff's Sexually Violent Persons Civil Commander shall keep the Contractor fully informed of County policies, procedures, and activities that have bearing on the Contractor fulfilling assigned obligations under this Agreement, including all security requirements relative to the provisions of contracted services within a jail.
- 2.6.5 The County shall coordinate all administrative processes regarding security clearance for the Contractor, to provide access to the designated County Jail.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement, by signing this document, that the contract resulting from this bid will be a requirements contract. However, this contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by the Using Agency or Department and proper authorization and documentation have been approved.

3.4 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.5 EVALUATION CRITERIA:

The evaluation of this ROQ will be based on, but not limited to, the following:

- 3.5.1 Qualifications
- 3.5.2 Experience
- 3.5.3 Determination of responsibility

3.6 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

3.7 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

3.8 INDEMNIFICATION AND INSURANCE:

3.8.1 **INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.8.2 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and

employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.8.3 **Insurance Requirements.**

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.8.3.1 **Commercial General Liability.** **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a

\$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.8.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.8.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.8.4 Certificates of Insurance.

3.8.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and

acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.8.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WILLIAM THORNTON, PROCUREMENT CONSULTANT, 602-506-3248
(bthornto@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

STEPHEN KRAUSNICK, MCSO PROCUREMENT, 602-876-3409

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (identified) as "ORIGINAL" and one (1) copy (identified) as "COPY". Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

NOTE: CONTRACTORS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR BIDS.

ATTACHMENT A

PRICING

SERIAL 04061-ROQ

PRICING SHEET P080404/B064231/NIGP 94876

BIDDER NAME:

F.I.D./VENDOR #:

BIDDER ADDRESS:

P.O. ADDRESS:

BIDDER PHONE #:

BIDDER FAX #:

COMPANY WEB SITE:

COMPANY CONTACT (REP):

E-MAIL ADDRESS (REP):

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO CHOOSE ONE OF THE FOLLOWING.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER MUST INITIAL THE CHOSEN SELECTION BELOW.

NET 10

NET 15

NET 20

NET 30

NET 45

NET 60

NET 90

2% 10 DAYS NET 30

1% 10 DAYS NET 30

2% 30 DAYS NET 31

1% 30 DAYS NET 31

5% 30 DAYS NET 31

PRICING:

TASK/ITEM DESCRIPTION

TASK UNIT PRICE

1. RECORD REVIEW (inmates who do not consent to participate)

\$300.00/EACH

2. PERSONNEL INTERVIEWS, EVALUATIONS AND RECORD REVIEW
(inmates who do consent to participate)

\$800.00/EACH

Contractor signature indicates agreement with the pre-determined hourly rate referenced above.

Signature

Date

ATTACHMENT B

AGREEMENT

The Contractors hereby certify that they have read, understand and agree that acceptance by Maricopa County of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

BY SIGNING THIS AGREEMENT THE SUBMITTING FIRMS CERTIFIES THAT THEY HAVE REVIEWED THE ADMINISTRATIVE INFORMATION AND CONTRACTUAL TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

☐ Disadvantaged Business Enterprise (DBE)
☐ Women-Owned Business Enterprise (WBE)
☐ Minority Business Enterprise (MBE)
☐ Small Business Enterprise (SBE)

FIRM SUBMITTING BID

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

ATTACHMENT C

CONTRACTOR REFERENCES

FIRM SUBMITTING BID: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

ATTACHMENT D

CONTRACTOR INFORMATION

IN OUR CONTINUING EFFORT TO INSURE THAT OUR CONTRACTOR REGISTRATION SYSTEM IS CORRECT, PLEASE FURNISH THE FOLLOWING INFORMATION:

LEGAL NAME OF ORGANIZATION/INDIVIDUAL: _____

DOING BUSINESS AS (IF APPLICABLE): _____

FEDERAL TAX ID NUMBER: _____ MARICOPA COUNTY VENDOR NUMBER: _____

OWNERSHIP STATUS: INDIVIDUAL/ SOLE PROPRIETOR: _____ CORPORATION: _____ PARTNERSHIP: _____ OTHER: _____

CORPORATE ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

WEB SITE ADDRESS: _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ P.O. _____ ACCTS RECEIVABLE _____ SOLICITATIONS _____
CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ P.O. _____ ACCTS RECEIVABLE _____ SOLICITATIONS _____
CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ P.O. _____ ACCTS RECEIVABLE _____ SOLICITATIONS _____
CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NAME OF CONTACT PERSON: _____

NOTE: NO PREFERENCE IN AWARDING CONTRACTS IS GIVEN TO CONTRACTORS REGISTERED WITH MARICOPA COUNTY DEPARTMENT OF MATERIALS MANAGEMENT, HOWEVER, YOU MUST REGISTER AS A CONTRACTOR IF AWARDED A CONTRACT IN ORDER TO FULFILL THE CONTRACTUAL REQUIREMENTS. CONTACT MATERIALS MANAGEMENT AT (602) 506-8707 FOR A REGISTRATION PACKET.

I HEREBY CERTIFY THAT:

1. I AM DULY AUTHORIZED TO CERTIFY THE INFORMATION REQUESTED HEREIN.
2. TO THE BEST OF MY KNOWLEDGE, THE ELEMENTS OF THE INFORMATION PROVIDED HEREIN ARE ACCURATE AND TRUE AS OF THIS DATE.
3. MY ORGANIZATION SHALL COMPLY WITH ALL STATE STATUTES AND FEDERAL EQUAL OPPORTUNITY AND NON-DISCRIMINATION REQUIREMENTS AND CONDITIONS OF EMPLOYMENT IN ACCORDANCE WITH A.R.S. TITLE 41, CHAPTER 9, ARTICLE 4 AND EXECUTIVE ORDER NUMBER 75-5 DATED APRIL 28, 1975.
4. MY ORGANIZATION SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF SOLICITATIONS AND CONTRACTUAL DOCUMENTS, REGULATIONS AND LAWS, AND POLICIES AND PROCEDURES SET FORTH IN THE MARICOPA COUNTY PROCUREMENT CODE APPLICABLE TO THE TYPE OF PROCUREMENT (SERVICE OR COMMODITY).

PRINTED OR TYPED NAME

TITLE

SIGNATURE

DATE

ATTACHMENT D (CONTINUED NEXT PAGE)



Form W-9.doc

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN).
However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+		+			
or								
Employer identification number								
	+							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

